

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 3	
2. Amendment/Modification No. P00010		3. Effective Date 2004MAR05		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-AHPB TODD R. BURROWS (586)574-7253 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: BURROWST@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) SUPSHIP NEW ORLEANS 2300 GENERAL MEYER AVE NAVAL SUPPORT ACTIVITY, BLDG. 16 NEW ORLEANS, LA 70142-5700		Code N63124	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) BOLLINGER / INCAT USA, L.L.C. 8365 HIGHWAY 308 LOCKPORT, LA. 70374-3954 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		9A. Amendment Of Solicitation No. 9B. Dated (See Item 11) 10A. Modification Of Contract/Order No. DAAE07-01-D-T064 10B. Dated (See Item 13) 2001JUL23	
Code 1UDC0		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14. KIND MOD CODE: G							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____ The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 43.103(a)							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2004OCT30							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) TOD MILLER MILLERT@TACOM.ARMY.MIL (586)574-8895			
15B. Contractor/Offoror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2004MAR05	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 3
	PIIN/SIIN DAAE07-01-D-T064	MOD/AMD P00010	
Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.			

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of this Modification P00010,a supplemental agreement is to revise paragraph C.9 of the contract.
2. As a result of this action paragraph C.9 - ENGINE OVERHAUL is replaced in its entirety with the revised paragraph C.9 listed below:

C.9 ENGINE OVERHAUL/MAINTENANCE - The contractor shall be responsible for all overhauls to the engines under this contract in accordance with Attachments 0001 and 0002 that provide the manufacturers recommendations for Major Engine Overhaul and Engine Top End Overhaul respectively. The charter shall be responsible for engine maintenance in accordance with Attachment 0003 that provide the manufacturers recommendations and the Engine Maintenance Interval Schedule.
3. As a result of this action the value of the contract is neither increased nor decreased, and all other contract terms and conditions remain in full force and effect.

*** END OF NARRATIVE A 012 ***

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 3 of 3
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Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.			

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.8. DRY/WATER DOCKING - Docking cycle of the vessel is no later than 2 years after delivery. The vessel shall be dry docked prior to delivery despite any previous dry docking schedule. In-water docking and inspection required after the first 12 months of operation. The Contractor shall perform scheduled dry docking at a mutually agreed shipyard, which will occur once during the term of the lease, between 12 and 24 months after delivery. The Contractor's responsibility shall consist of: 1) all hull and machinery repair work which must be undertaken in order for the vessel to comply with DNV classification requirements; and, 2) provide DNV Class surveyors and all classification society expenses associated with dry-docking and repairs. Such effort shall be for the account of the Contractor.

C.9 ENGINE OVERHAUL/MAINTENANCE - The contractor shall be responsible for all overhauls to the engines under this contract, in accordance with Attachments 0001 and 0002 that provides the manufacturers recommendations for the Major Engine Overhaul and Engine Top End Overhaul respectively. The charter shall be responsible for engine maintenance in Accordance with Attachment 0003 that provide the manufacturers recommendations and the Engine Maintenance Interval Schedule.

*** END OF NARRATIVE C 004 ***